

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JUSTICE FAMILY GROUP, LLC

(b) County of Residence of First Listed Plaintiff Greenbrier, West Virginia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Terence P. Ruf, Esq.
218 North Church Street, Suite E
West Chester, Pennsylvania 19380 (Tel: 610-692-6800)

DEFENDANTS

CIT FINANCE, LLC and
KONICA MINOLTA BUSINESS SOLUTIONS, U.S.A., INC.

County of Residence of First Listed Defendant Essex, New Jersey
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Hyun Yoon, Esq.
Holland & Knight LLP, Cira Centre
2929 Arch Street, Suite 800, Philadelphia, PA (Tel: 215-252-9537)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 199 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332

Brief description of cause:
Various claims arising from multiple equipment financing agreements among the parties

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
 DEMAND \$ In excess of 3,000,000.00
 CHECK YES only if demanded in complaint:
 JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
12/11/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

DEC 11 2019

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

19

5825

Address of Plaintiff: 300 West Main Street, White Sulphur Springs, West Virginia, 24986

Address of Defendant: 1 CIT Drive, Livingston, NJ 07039

Place of Accident, Incident or Transaction: White Sulphur Springs, West Virginia

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when Yes is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 12/11/2019

Must sign here

Attorney-at-Law / Pro Se Plaintiff

323706

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
 - ☐ 2. FELA
 - ☐ 3. Jones Act-Personal Injury
 - ☐ 4. Antitrust
 - ☐ 5. Patent
 - ☐ 6. Labor-Management Relations
 - ☐ 7. Civil Rights
 - ☐ 8. Habeas Corpus
 - ☐ 9. Securities Act(s) Cases
 - ☐ 10. Social Security Review Cases
 - ☐ 11. All other Federal Question Cases
- (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
 - ☐ 2. Airplane Personal Injury
 - ☐ 3. Assault, Defamation
 - ☐ 4. Marine Personal Injury
 - ☐ 5. Motor Vehicle Personal Injury
 - ☐ 6. Other Personal Injury (Please specify): _____
 - ☐ 7. Products Liability
 - ☐ 8. Products Liability - Asbestos
 - ☐ 9. All other Diversity Cases
- (Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Hyun Yoon, counsel of record or pro se plaintiff, do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2. § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: 12/11/2019

Sign here if applicable

Attorney-at-Law / Pro Se Plaintiff

323706

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

JUSTICE FAMILY GROUP, LLC

CIVIL ACTION

CIT FINANCE, LLC ^{v.} and
KONICA MINOLTA BUSINESS
SOLUTIONS, U.S.A., INC.

19 5825
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

12/11/2019
Date

Hyun Yoon
Attorney-at-law

CIT FINANCE, LLC
Attorney for

215-252-9537

215-867-6070

eric.yoon@hklaw.com

Telephone

FAX Number

E-Mail Address

DEC 11 2019

#400

PD

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUSTICE FAMILY GROUP, LLC
Plaintiff,

v.

CIT FINANCE, LLC,
Defendant,
and

KONICA MINOLTA BUSINESS
SOLUTIONS, U.S.A., INC.
Defendant.

Civil Action No. 19 5825

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that Defendant CIT Finance, LLC (“CIT”) removes this action from Chester County Court of Common Pleas (the “State Court Action”) to this Court pursuant to 28 U.S.C. §§ 1441, *et seq.* Pursuant to 28 U.S.C. § 1446, copies of all documents received by CIT in the State Court Action are attached hereto as **Exhibit 1**. In further support of this Notice of Removal, CIT deposes and says as follows:

1. On or about September 25, 201, Plaintiff Justice Family Group, LLC (“JFG”) filed a Complaint in the Chester County Court of Common Pleas, captioned *Justice Family Group, LLC v. CIT Finance, LLC and Konica Minolta Business Solutions, U.S.A., Inc.* (Chester. C.C.P., Case No. 2019-09791-CT) (the “Complaint”).

2. A copy of the Complaint was delivered to CIT by certified mail on November 18, 2019.

3. CIT has not answered or otherwise responded to the Complaint in the State Court Action.

4. Upon information and belief, a copy of the Complaint was delivered to Defendant Konica Minolta Business Solutions, U.S.A., Inc. (“KMBS”) on or about November 18, 2019.

5. KMBS consents to the removal of the State Court Action. See Exhibit 2 (KMBS Consent to Removal).

6. This Notice of Removal is being filed within 30 days of CIT’s receipt of the Complaint by service or otherwise and is therefore timely pursuant to 28 U.S.C. § 1446(b).

7. Venue is proper in this district under 28 U.S.C. § 1441(a) because this district embraces the county where the State Court Action is pending.

8. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332, because the action is between citizens of different states and the amount in controversy is in excess of \$75,000, exclusive of interest, fees, and costs.

9. Specifically, and as alleged in the Complaint, JFG is a “West Virginia Corporation with a principal place of business of 300 West Main Street, White Sulpher [sic] Springs, West Virginia 24986.” (Compl. ¶ 1)

10. In a case captioned *Delta Air Lines, Inc. v. Justice Family Group, LLC d/b/a The Greenbrier*, Case No. Case No. 1:12-cv-00173-TWT (N.D. Ga), JFG averred that it is “a limited liability company” whose member “is and was at all times relevant hereto...a resident and citizen of either West Virginia or Virginia.” See Exhibit 3 (JFG’s Notice of Removal).

11. Therefore, for purposes of diversity jurisdiction, JFG is a citizen of West Virginia and Virginia. See *White v. SmithKline Beecham Corp.*, CIV.A. 10-2141, 2010 WL 3119926, at *2 (E.D. Pa. Aug. 6, 2010) (citing *Zambelli Fireworks Mfg. Co., Inc. v. Wood*, 592 F.3d 412, 418 (3d Cir.2010)) (noting that LLCs’ citizenship for purposes of diversity jurisdiction is “determined by the citizenship of its members”).

12. CIT is a Delaware Limited Liability Company with its principal place of business in New Jersey. CIT's sole member is CIT Bank, N.A. ("CIT Bank"), which is a national banking association with its main office located in Pasadena, California. CIT Bank's sole shareholder is CIT Group Inc., which is a Delaware corporation with its principal places of business in Livingston, New Jersey and New York, New York. See **Exhibit 4** (Declaration of Linda Seufert).

13. Therefore, for purposes of diversity jurisdiction, CIT is a citizen of California, Delaware, New York, Florida and New Jersey.

14. KMBS is a New York corporation with its principal place of business in New Jersey. See **Exhibit 5** (Declaration of Judy Olivero).

15. Therefore, KMBS, for purposes of diversity jurisdiction, is a citizen of New York and New Jersey.

16. Accordingly, there is complete diversity of citizenship among the parties.

17. Furthermore, the Complaint seeks monetary relief in excess of \$768,800. See Complaint at, *e.g.*, Counts I-II, WHEREFORE Clauses.

18. Accordingly, the amount in controversy exceeds \$75,000, exclusive of interest, fees, and costs.¹

19. Because there is complete diversity of citizenship and the amount in controversy exceeds \$75,000, removal to this Court is proper. 28 U.S.C. § 1446 (c)(2)(B).

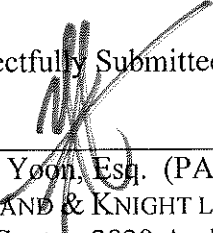
20. Written notice of the filing of this Notice of Removal is being given to JFG and a Notice of Filing of Notice of Removal is being filed with the Court of Common Pleas of Chester County, Pennsylvania, as required by 28 U.S.C. § 1446(d).

¹ CIT denies any and all liability to JFG, and denies that JFG suffered any damages. Discussion of claimed damages is made solely for the purposes of establishing the amount in controversy.

WHEREFORE, CIT prays that the State Court Action be removed to this Honorable Court.

Dated: December 11, 2019

Respectfully Submitted,



Hyun Yoon, Esq. (PA ID No. 323706)
HOLLAND & KNIGHT LLP
Cira Centre, 2929 Arch Street, Suite 800
Philadelphia, PA 19104
Tel: 215.252.9531
Fax: 215.867.6070

Attorneys for Defendant CIT Finance, LLC

CERTIFICATE OF SERVICE

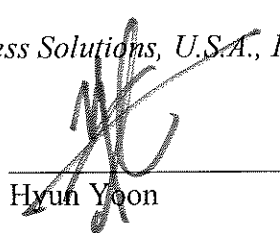
I hereby certify that on this date, I caused a copy of the foregoing to be served on the following via email and first-class mail to:

Terence P. Ruf, Jr.
218 North Church Street, Suite E
West Chester, PA 19380
(610) 692-6800
terenceruf@terenceruflaw.com

Counsel for Plaintiff

Phillip J. Duffy
Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102-5310
(973) 596-4821
pjduffy@gibbonslaw.com

Counsel for Defendant Konica Minolta Business Solutions, U.S.A., Inc.



Hyun Yoon

Dated: December 11, 2019

LAW OFFICE OF TERENCE P. RUF, JR.

218 NORTH CHURCH STREET
SUITE 218E
TELEPHONE (610) 692-6800
FAX (484) 923-1212
TERENCERUF@TERENCERUFLAW.COM
WWW.TERENCERUFLAW.COM

November 15, 2019

VIA CERTIFIED MAIL: 7018 0680 0001 1255 1238

CIT Finance, LLC
1 CIT Drive
#2108-A
Livingston, New Jersey 07039

Attention: President

**Re: Justice Family Group, LLC v. CIT Finance, LLC and Konica Minolta
Business Solutions, U.S.A., Inc.
Case No.: 2019-09791-CT**

Dear Sir/Madam:

Enclosed please find Plaintiff, Justice Family Group, LLC's Complaint as against CIT Finance LLC and Konica Minolta Business Solutions, U.S.A., Inc., filed in the Chester County Court of Common Pleas.

Thank you for your attention to this matter.

Very Truly Yours,


Terence P. Ruf, Jr., Esquire

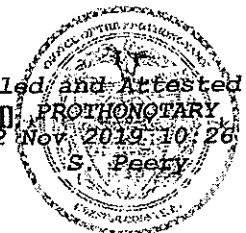
TPR/jcl

Enclosures

cc: Justice Family Group, via e-mail only.
Attention: Jessica Miller, Esquire
Hyun Yoon, Esquire, via e-mail only

BY: KEITH N. RENALDO, ESQUIRE
ATTORNEY I.D. NO. 76253
TERENCE P. RUF, JR., ESQUIRE
ATTORNEY I.D. NO. 203070
218 NORTH CHURCH STREET, SUITE E
WEST CHESTER, PENNSYLVANIA 19380
(610)-692-6800

Filed and Attested by
ATTORNEYS FOR PLAINTIFF
12 Nov 2019 10:26 AM
S. Peery



JUSTICE FAMILY GROUP, LLC

Plaintiff,

v.

CIT FINANCE, LLC

Defendant,

and

KONICA MINOLTA BUSINESS
SOLUTIONS, U.S.A., INC.

Defendant

IN THE COURT OF COMMON PLEAS
OF CHESTER COUNTY,
PENNSYLVANIA

CIVIL ACTION-LAW NO.:
2019-09791-CT

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above captioned matter.

Respectfully submitted,

By:


Terence P. Ruf, Jr., Esquire
Attorney for Plaintiff

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

CHESTER County

For Prehearing Conference Only

Docket No:

2019-09791-CT

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint
 ☐ Writ of Summons
 ☐ Petition
 ☐ Declaration of Taking
- ☐ Transfer from Another Jurisdiction

Lead Plaintiff's Name:

JUSTICE FAMILY GROUP, LLC

Lead Defendant's Name:

CIT FINANCE, LLC, et al.

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits (check one)Is this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Terence P. Ruf, Jr., Esquire

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Label/ Defamation
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other

- ☒ Other:
 Breach of Finance Agreement

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- ☐ Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

2019-09791-CT

Updated 1/1/2011



Chester County Court of Common Pleas Cover Sheet

Plaintiff(s): (Name, Address) Justice Family Group LLC 300 West Main Street White Sulpher Springs, WV 24986	Plaintiff's/Appellant's Attorney (circle one) (Name, firm, address, telephone and attorney ID#) Terence E. Fritzer, Esquire 218 North Church Street Suite E West Chester, Pennsylvania 19380 Tel. 610-332-8121 Atty. ID: 203070
Defendant(s): (Name, Address) CIT Finance, LLC 1 CIT Drive, #2108-A Livingston, New Jersey 07039 Konica Minolta Business Solutions, USA, Inc. 100 North 10th Street, #1830 Philadelphia, Pennsylvania 19103	Are there any related cases? Please provide case nos.
Defendants who are proceeding without counsel are strongly urged to file with the Prothonotary a written statement of an address AND a telephone number at which they can be reached.	
If this is an appeal from a Magisterial District Judgment, was appellant <input type="radio"/> Plaintiff or <input type="radio"/> Defendant in the original action?	
Jury Trial Demanded <input checked="" type="radio"/> Yes <input type="radio"/> No	
Nature of case if not on previous cover sheet – Please choose the most applicable	
<input type="checkbox"/> Annulment <input type="checkbox"/> Custody - Conciliation Required <input type="checkbox"/> Custody - Foreign Order <input type="checkbox"/> Custody - No Conciliation Required <input type="checkbox"/> Divorce - Ancillary Relief Request <input type="checkbox"/> Divorce - No Ancillary Relief Requested <input type="checkbox"/> Foreign Divorce <input type="checkbox"/> Foreign Protection from Abuse <input type="checkbox"/> Paternity <input type="checkbox"/> Protection from Abuse <input type="checkbox"/> Standby Guardianship	<input type="checkbox"/> Writ of Certiorari <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mechanics Lien Claim <input type="checkbox"/> Issuance of Foreign Subpoena <input type="checkbox"/> Name Change <input type="checkbox"/> Petition for Structured Settlement
Arbitration Cases Only Arbitration Date <input style="width: 150px;" type="text"/> Arbitration Time <input style="width: 150px;" type="text"/> Defendants are cautioned that the scheduling of an arbitration date does not alter the duty of the defendant to respond to the complaint and does not prevent summary disposition from occurring prior to the arbitration date. This matter will be heard by a Board of Arbitrators at the time and date specified but, if one or more of the parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial <i>de novo</i> on appeal from a decision entered by a judge.	Notice of Trial Listing Date Pursuant to C.C.R.C.P. 249.3, if this case is not subject to compulsory arbitration it will be presumed ready for trial twelve (12) months from the date of the initiation of the suit and will be placed on the trial list one (1) year from the date the suit was filed unless otherwise ordered by the Court. To obtain relief from automatic trial listing a party must proceed pursuant to C.C.R.C.P. 249.3(b), request an administrative conference and obtain a court order deferring the placement of the case on the trial list until a later date.
File with: Chester County Justice Center, Prothonotary Office, 201 W. Market St., Ste. 1425, PO Box 2746, West Chester, PA 19380-0989	
These cover sheets must be served upon all other parties to the action immediately after filing. Submit enough copies for service.	

ATTORNEY I.D. NO. 76253
 TERENCE P. RUF, JR., ESQUIRE
 ATTORNEY I.D. NO. 20307
 218 NORTH CHURCH STREET, SUITE E
 WEST CHESTER, PENNSYLVANIA 19380
 (610)-692-6800

JUSTICE FAMILY GROUP, LLC

Plaintiff,

v.

CIT FINANCE, LLC

Defendant,

and

KONICA MINOLTA BUSINESS
 SOLUTIONS, U.S.A., INC.

Defendant

IN THE COURT OF COMMON PLEAS
 OF CHESTER COUNTY,
 PENNSYLVANIA

CIVIL ACTION-LAW NO.:

RECEIVED
 12/11/19

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Amended Complaint and Notice are served, by entering a written appearance personally or by attorney for filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and judgment may be entered against you by the Court without further notice for any money claim in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL

Chester County Bar Association
 Lawyer Reference and Information Service
 15 West Gay Street
 P.O. Box 2191
 West Chester, Pennsylvania 19380
 Telephone (610)692-1889

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de si persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted,

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL,

Asociación De Licenciados De Chester County
 Servicio De Referencia E Información Legal,
 15 West Gay Street
 West Chester, Pennsylvania 19380
 Telefono: (610)692-1889

ATTORNEY I.D. NO. 76253
 TERENCE P. RUF, JR., ESQUIRE
 ATTORNEY I.D. NO. 203076
 218 NORTH CHURCH STREET, SUITE E
 WEST CHESTER, PENNSYLVANIA 19380
 (610)-692-6800

JUSTICE FAMILY GROUP, LLC
 Plaintiff,
 v.
 CIT FINANCE, LLC
 Defendant,
 and
 KONICA MINOLTA BUSINESS
 SOLUTIONS, U.S.A., INC.
 Defendant

IN THE COURT OF COMMON PLEAS
 OF CHESTER COUNTY,
 PENNSYLVANIA.

CIVIL ACTION-LAW NO.:

2019-09791-CT

CIVIL ACTION COMPLAINT

PARTIES

1. Plaintiff, Justice Family Group, LLC (herein referred to as "JFG") is a West Virginia Corporation with a principal place of business of 300 West Main Street, White Sulpher Springs, West Virginia 24986.

2. Defendant, CIT Finance, LLC (herein referred to as "CIT") is a Delaware Corporation with a principal place of business of 1 CIT Drive #2108-A, Livingston, New Jersey 07039.

3. Defendant, Konica Minolta Business Solutions, U.S.A., Inc. ("KMBS") is a Pennsylvania Corporation with a business address of 100 N. 18th St. #1930, Philadelphia, Pennsylvania 19103.

JURISDICTION AND VENUE

4 Jurisdiction is proper because Plaintiff is subject to this Honorable Court's jurisdiction because of a forum selection clause contained in the original KMBS/CIT Lease:

5 Defendant, CIT and/or KMBS is currently making claim for breach of contract, and unjust enrichment (Chester County Case No.: 2018-13216-CT) under the same leases.

FACTUAL ALLEGATIONS

6 On or about January 13, 2010, Plaintiff allegedly entered into multiple written lease agreements whereby Plaintiff agreed to lease certain equipment over the course of sixty-three (63) months with KMBS for printing and copying. A true and correct copy of the Master Lease is attached hereto as Exhibit "A."

7 KMBS at the time of signing the underlying leases also signed Plaintiff to various maintenance agreements for the subject equipment.

8 Since inception of the leases and maintenance agreements, the Plaintiff has received multiple invoices from KMBS and/or CIT that were indecipherable, non-understandable, confusing and make no sense at all.

9 Plaintiff contacted KMBS and/or CIT in an attempt to understand these invoices and otherwise appreciate the charges and amounts that Plaintiff was being asked to pay however, no adequate response was received from KMBS and/or CIT.

10 The equipment lease agreements were cancelled pursuant to an e-mail from Plaintiff to KMBS. A true and correct copy of the e-mail JFG sent to KMBS is attached hereto as Exhibit "B."

11 On or about, September 12, 2018, Defendant's representative McCarthy, Burges & Wolf (herein referred to as "MB&W") made demand upon Plaintiff for an alleged debt in the

amount of \$505,782.06. A true and correct copy of the September 12, 2018 Demand letter is attached hereto as Exhibit "C" and incorporated by reference as if set forth herein.

12. On or about October 16, 2018, MB&W forwarded Plaintiff's counsel a copy of the serial numbers of the alleged equipment under the leases involved in the alleged demanded debt. A true and correct copy of the October 16, 2018 letter and spreadsheet is attached hereto as Exhibit "D" and incorporated by reference as if set forth herein.

13. On or about December 20, 2018, JFG filed a Complaint against CIT for alleged breach of equipment finance contract, unjust enrichment, and declaratory judgment, C.C.C.P. Docket No.: 2018-13216-CT.

14. CIT subsequently filed a Counterclaim against JFG and a Joinder Complaint against James C. Justice Companies, Inc. alleging breach of contract and unjust enrichment.

15. JFG then filed a Joinder Complaint as against KMBS (the original lessor) for breach of contract and unjust enrichment.

16. CIT and KMBS allegedly entered into an Assignment Agreement on or about January 14, 2019 whereby KMBS assigned all of its rights and liabilities over to CIT.

17. CIT alleges in its filed pleadings in two cases before this Court that it serviced the machines in question, however, is impossible for CIT to have serviced the machines given the date of the Assignment from KMBS to CIT.

18. Over the life of the Master Lease and relationship of the parties, JFG paid CIT and/or KMBS in excess of One Million Four Hundred Thousand Dollars (\$1.4 million) in rental monies. A true and correct copy of JFG's payment history is attached hereto as Exhibit "E."

19. Over the life of the Master Lease and relationship of the parties, JFG paid CIT and/or KMBS in excess of \$84,271.16 in rental tax. A true and correct copy of JFG's payment history is attached hereto as Exhibit "E."

20. Over the life of the Master Lease and relationship of the parties, JFG paid CIT and/or KMBS \$119,405.20 in alleged late charges. A true and correct copy of JFG's payment history is attached hereto as Exhibit "E."

21. Over the life of the Master Lease and relationship of the parties, JFG paid CIT and/or KMBS \$136,679.87 in "miscellaneous" charges. A true and correct copy of JFG's payment history is attached hereto as Exhibit "E."

22. The alleged face value of the CIT and/or KMBS Master Lease was \$970,200.00, with various allotments for copies. A true and correct copy of the Master Lease is attached hereto as Exhibit "A."

23. JFG paid CIT and/or KMBS the entire face value of the Master Lease.

24. CIT and/or KMBS charged JFG an additional \$768,800.00 in various fees over and above what was contractually owed under the Master Lease and did so without any justification and authority.

25. On or about February 1, 2018, JFG terminated its lease(s) with CIT and/or KMBS. A true and correct copy of the e-mail JFG sent to KMBS is attached hereto as Exhibit "B."

COUNT I - BREACH OF CONTRACT

Justice Family Group v.

CIT Finance, LLC and Konica Minolta Business Solutions, U.S.A, Inc.

26. Plaintiff, JFG, hereby incorporates paragraphs 1-25 as though they were reiterated herein at length.

27. In order to state a claim for breach of contract under Pennsylvania Law, it must be established:

- a. the existence of contract, including its essential terms;
- b. a breach of a duty imposed by the contract; and,
- c. resultant damages.

28. Equipment Finance Leases existed between JFG and KMBS and/or CIT.

29. CIT is making a claim that it has been assigned the Leases.

30. KMBS and/or CIT breached its duty by overcharging Plaintiff for monies not owed under the Master Lease without justification and/or authority.

31. CIT and/or KMBS breached the terms of the contract, including the Master Lease and the maintenance agreements, by failing to provide proper credit for payments made, improperly charging Plaintiff's account, and committing other acts that have inflated the amounts owed.

32. On or about February 1, 2018, JFG terminated its lease(s) with CIT and/or KMBS. A true and correct copy of the e-mail JFG sent to KMBS is attached hereto as Exhibit "B."

33. Plaintiff believes and therefore avers that it is entitled to reimbursement of all lease payments over and above what was owed pursuant to the Master Lease.

34. JFG has suffered damages as a result of being charged for various fees in excess of the Master Lease face value in an amount equal to \$768,800.00.

WHEREFORE, Plaintiff Justice Family Group respectfully request that this Honorable Court find in their favor and against CIT Finance, LLC and/or Konica Minolta Business

solutions, U.S.A., in an amount in excess of \$768,800.00 plus attorney fees and costs as deemed appropriate by this Honorable Court.

COUNT II – UNJUST ENRICHMENT

Justice Family Group v.
CIT Finance, LLC and Konica Minolta Business Solutions, U.S.A, Inc.

35. Plaintiff, JFG, hereby incorporates paragraphs 1-34 as though they were reiterated herein at length.

36. In order to state a claim for unjust enrichment under Pennsylvania Law it must be established that:

- a. benefits are conferred upon a party by the opposing party;
- b. appreciation of such benefit occurs and;
- c. acceptance and retention of such benefit under such circumstances that it would be inequitable for the opposing party to retain the benefit without payment of value exists.

37. The alleged face value of the CIT and/or KMBS Master Lease was \$970,200.00, with various allotments for copies.

38. JFG paid CIT and/or KMBS more than the entire face value of the Master Lease.

39. CIT and/or KMBS charged JFG an additional \$768,800.00 in various fees over and above what was contractually owed without any justification and/or authority.

40. JFG avers that CIT and KMBS would be unjustly enriched by receiving monies that it was not owed.

41. JFG avers that CIT and KMBS appreciated the benefit of the excess monies paid.

42. JFG avers that CIT and KMBS' acceptance and retention of those excess monies paid makes it inequitable for CIT and/or KMBS to retain those monies received without having earned them.

WHEREFORE, Plaintiff Justice Family Group respectfully request that this Honorable Court find in their favor and against CIT Finance, LLC and/or Konica Minolta Business Solutions, U.S.A., in an amount in excess of \$768,800.00 plus attorney's fees and costs as deemed appropriate by this Honorable Court.

COUNT III – FRAUD
Justice Family Group v.
CIT Finance, LLC and Konica Minolta Business Solutions, U.S.A, Inc.

43. Plaintiff, JFG, hereby incorporates paragraphs 1-42 as though they were reiterated herein at length.

44. Under Pennsylvania Law the elements of fraud are:

- a. a material factual misrepresentation;
- b. made with knowledge or belief of its falsity;
- c. with the intention that the other party rely thereon; and,
- d. resulting in justifiable reliance to that party to its detriment.

45. CIT and/or KMBS misrepresented the terms, costs, and/or charges of the Master Lease.

46. CIT and/or KMBS made these representations to induce and/or entice JFG to continue to use their services and/or equipment.

47. CIT and/or KMBS charged JFG the face value of the Master Lease and then continued to charge JFG in excess of \$768,800.00 in additional charges without any justification or authority.

CIT and/or KMBS made this false representation by billing Plaintiff for fees, charges, and/or services not due and owing, never provided and/or not owed.

49. CIT and/or KMBS intended for JFG to rely on that misrepresentation.

50. JFG justifiably relied on that misrepresentation to its detriment.

51. JFG has suffered damages in excess of \$768,800.00, by being charged and paying excess charges, a result of KMBS and/or CIT's fraud.

52. JFG is entitled to treble damages of \$2,306,400.00.

WHEREFORE, Plaintiff Justice Family Group, LLC respectfully request that this Honorable Court find in its favor and against CIT Finance, and/or Konica Minolta Business Solutions, U.S.A. Inc. for a gross amount owed of \$3,075,200.00, plus interest, costs, and attorney's fees as noted above.

COUNT IV – NEGLIGENT MISREPRESENTATION

(In the Alternative to Fraud)

Justice Family Group v.

CIT Finance, LLC and Konica Minolta Business Solutions, U.S.A. Inc.

53. Plaintiff, JFG, hereby incorporates paragraphs 1-52 as though they were reiterated herein at length.

54. Under Pennsylvania Law the elements of negligent misrepresentation are:

- a. a misrepresentation of a material fact;
- b. made under circumstances in which the party knew and/or should have known of its falsity;
- c. made with an intent to induce another to act on it; and
- d. results in injury to a party in justifiable reliance on the misrepresentation.

55. CIT and/or KMBS misrepresented the terms, costs, and/or charges of the Master Lease.

56. CIT and/or KMBS made these representations to induce and/or entice JFG to continue to use their services and/or equipment.

57. CIT and/or KMBS charged JFG the face value of the Master Lease and then continued to charge JFG in excess of \$768,800.00 in additional charges without any justification or authority.

58. CIT and/or KMBS made this misrepresentation knowing it was false, specifically billing Plaintiff for fees, charges, and/or services not due and owing, never provided and/or not owed.

59. CIT and/or KMBS intended for JFG to rely on that misrepresentation.

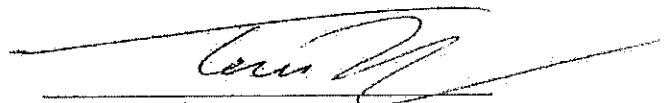
60. JFG justifiably relied on that misrepresentation to its detriment.

61. JFG has suffered damages in excess of \$768,800.00, by being charged and paying excess charges, a result of KMBS and/or CIT's fraud.

Date:

9/24/19

Respectfully Submitted,



Terence P. Ruf, Jr., Esquire

VERIFICATION

I, James T. Miller, on behalf of Justice Family Group, LLC. hereby verify that I am authorized to make this verification and that the facts set forth in the foregoing Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date:

9/9-2019

A handwritten signature in black ink, appearing to read "James T. Miller", is written over a horizontal line.

James T. Miller, on behalf of
Justice Family Group, LLC

EXHIBIT A



Master Premier Advantage Schedule

APPLICATION NO.

AGREEMENT NO.

SCHEDULE NO.

LESSOR/CLIENT NAME

JUSTICE FAMILY GROUP, LLC DBA THE GREENBRIER

DEPARTMENT NAME

STREET ADDRESS / P.O. BOX

300 WEST MAIN STREET

BLDG / ROOM / SUITE

CITY

WHITE SULPHUR SPRINGS

STATE

WV

ZIP

24986

BILLING CONTACT NAME

BILL-TO PHONE NUMBER

FAX NUMBER

FEDERAL TAX ID NUMBER

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for non-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice messages, text, and messages, and calls made by an automatic telephone dialing system from time to time for marketing and sales purposes. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits us to use, store, and disclose that number to our service providers. This consent may be withdrawn at any time by notifying us in writing.

LESSOR/CLIENT NAME

JUSTICE FAMILY GROUP, LLC DBA THE GREENBRIER

DEPARTMENT NAME

STREET ADDRESS / P.O. BOX

300 WEST MAIN STREET

BLDG / FLOOR / ROOM / SUITE

CITY

WHITE SULPHUR SPRINGS

STATE

WV

ZIP

24986

CONTACT NAME

HARRIS ANDRE

PHONE NUMBER

304 536 1110

FAX NUMBER

2 - BIZHUB PRO 850

1 - BIZHUB 423

6 - BIZHUB C220

11 - BIZHUB C3644 MFP (PRINT/SCAN/COPY/FAX 31PPM, 120GB HDD, 1.6GB MEMORY)

10 - BIZHUB C380

3 - BIZHUB C452

2 - BIZHUB C852

☐ See attached schedule for additional Equipment / Accessories

LEASE AND PAYMENT SCHEDULE

63 Monthly Payments of \$ 15,400.00
(max.) (plus applicable taxes)

Security Deposit \$ _____
(plus applicable taxes)

Payment Includes 400,000 B&W pages per month

Overages billed QUARTERLY at \$ 0.005000 per B&W page

Payment Includes 60,000 Color pages per month

Overages billed QUARTERLY at \$ 0.080000 per Color page

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER ADVANTAGE AGREEMENT IDENTIFIED ABOVE.

Konica Minolta Premier Finance

DATE

LEASER

SIGNATURE

PRINT NAME

JUSTICE FAMILY GROUP, LLC DBA THE GREENBRIER

DATED

FULL LEGAL NAME

SIGNATURE

PRINT NAME

24716 - 01/11/2010

17. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by the rates of the Agreement and each month, except for the month ending on the Billing Date. If meter readings are not received, you reserve the right to estimate your usage and bill your bill amount. At the end of the term of the Agreement and each month, except for the month ending on the Billing Date, you may increase your payment, and the parties change your billing amount (Overage) by a maximum of 10% of the ending charge, or 2¢ less, the maximum amount permitted by applicable law.

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation at New York, New York, this 12th day of December, 1991.

14. SECURITY DEPOSIT: The security deposit is non-refundable and is to secure your performance under this Agreement. If all conditions herein are fully complied with and provided you have not met the terms of this Agreement per paragraph 12, the security deposit will be retained by you until the return of the equipment in accordance with paragraph 6.

13. UCC FILLING: You grant us a security interest in the Equipment if this Agreement is deemed to occur transaction and you authorized us to record a UCC-1 financing statement or similar instrument in order to perfect our interest in the Equipment.

[illegible]

12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party within 30 days of your purchase in this Agreement or any other Agreement made of such assignment, you agree that the rights of the lessor/tenant will not be subject to any claims, defenses, or set-offs and you may have negative or no claim you are have to perform any of our obligations. You agree that the rights of the lessor/tenant will not be subject to any claims, defenses, or set-offs and you may have negative or no claim you are have to perform any of our obligations. You agree that the rights of the lessor/tenant will not be subject to any claims, defenses, or set-offs and you may have negative or no claim you are have to perform any of our obligations. You agree that the rights of the lessor/tenant will not be subject to any claims, defenses, or set-offs and you may have negative or no claim you are have to perform any of our obligations.

13. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may add, modify, or terminate this Agreement without notice. You agree that if we add, modify, or terminate this Agreement without notice, the new version will have the same rights and obligations that we have now and will not be subject to any claims, defenses, or set-offs and you may have negative or no claim you are have to perform any of our obligations.

14. **ENTIRE AGREEMENT:** This Agreement and the equipment included in a purchase order and any other documents incorporated by reference into this Agreement constitute the entire agreement between us and you. No oral agreement, understanding, or other communication shall be binding on either party when it is in conflict with or varies from the terms of this Agreement.

[illegible]

8. WARRANTY: We are not responsible for any loss or damage caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for use and to defend and pay any claim for loss or injury caused by the equipment. We reserve the right to extend the warranty and to reject or approve or remove equipment. This warranty applies to the equipment or portion of the equipment.

8. **WARRANTY:** We are not responsible for any loss or damage caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us in connection with any claim for which we may be held liable.

[illegible]

Insurance coverage for theft or damage to the equipment.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very long letter, and it contains a great deal of information about the state of the country at that time. It is a very important document, and it is one of the most interesting documents in the collection.

[illegible][illegible]

1. The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is not aware of any information that would cause the information furnished herein to be untrue or incorrect. The undersigned further certifies that the information furnished herein is not false or misleading in any material particular, and that he is not aware of any information that would cause the information furnished herein to be false or misleading in any material particular.

1. WARRANTY DISCLAIMER: THE ENTIRE CONTENTS OF THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CONTENT IS AVAILABLE UNINTERRUPTEDLY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OR EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCRETION AND WITHOUT ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEAVING THE EQUIPMENT TO YOU "AS IS". YOU ASSUME THE RISK OF SUPPLY AT THAT REPRESENTATION AS OUR SUPPLY OF THE EQUIPMENT IS LIMITED. WE DO NOT WARRANT THAT THE EQUIPMENT WILL BE AVAILABLE FOR THE ENTIRE DURATION OF THE LEASE TERM. WE DO NOT WARRANT THAT THE EQUIPMENT WILL BE AVAILABLE FOR THE ENTIRE DURATION OF THE LEASE TERM. WE DO NOT WARRANT THAT THE EQUIPMENT WILL BE AVAILABLE FOR THE ENTIRE DURATION OF THE LEASE TERM.

EXHIBIT B

Attachments: SAaccounting017122914510.pdf

The purpose of this email is to give Konica Minolta Premier Finance a one (1) month notice that The Greenbrier wishes to terminate the attached agreement and return all listed equipment on or before February 1, 2018.

Thank you for your patience and cooperation during the term of this agreement.

Elaine Butler

CFO/Treasurer
The Greenbrier
300 West Main Street
White Sulphur Springs, WV 24986
Office: 304-536-7846
Mobile: 304-573-5892

For an unforgettable vacation to America's Resort, please call 800-624-6070 or visit www.greenbrier.com. We look forward to welcoming you to The Greenbrier – where experiences are timeless, excitement contagious and memories last forever.

EXHIBIT C

September 12, 2018

Justice Family Group, LLC
 Joshua Brown
 300 West Main Street
 White Sulphur Springs, WV 24986

Re: CIT Finance LLC and Justice Family Group, LLC
 Balance Due: \$203,782.06
 File #: 20269158

Lease #	Balance
061-0056813-000	\$230,895.32
061-0095579-005	\$5,562.47
061-0075259-000	\$1,046.44
061-0060388-010	\$8,305.22
061-0065535-000	\$57,953.11

Dear Joshua Brown,

Be advised that CIT Finance LLC has requested our office initiate collection action regarding the above captioned claim. They indicate that they have made repeated efforts to resolve this issue, all of which have proven unsuccessful.

At this point it is essential you keep the following in mind when considering how you respond:

1. You voluntarily contracted with CIT Finance LLC resulting in the balance outstanding.
2. You were aware of billing terms at the time you contracted for said goods and/or services.
3. To date you have refused to resolve this issue.

This letter is being sent to allow you an opportunity to resolve this issue on a voluntary level. In the event you choose to do so, make check payable to CIT Finance LLC in the amount of \$203,782.06 and mail to this office at 26000 Cannon Road, Cleveland, OH 44146. If you feel the need to discuss this matter, contact me directly.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Thank you in advance for your anticipated cooperation.

Jeffrey Steing
 440-735-5100 Ext. 2376

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Please see reverse side for important consumer rights information.

EXHIBIT D

October 16, 2018

The AB&W Building
26000 Canyon Road
Cleveland, Ohio 44146
Phone 440.735.5100
Fax 440.735.5116

Law Office of Terence P. Ruf, Jr.
Terence Ruf
218 North Church Street
Ste 218E
West Chester, PA 19380

VIA EMAIL ONLY

Re: CIT Finance LLC and Justice Fidelity Group, Inc.
Account #: 061-0095379-000
Invoice(s):
Balance Due: \$203,783.06
File #: 30264138

Mr. Ruf,

As requested I have attached a list of all of the assets, serial numbers, copies of the final billings for each of the leases, and corporate guaranty, in reference to the above debt.

My contact information follows. Please call me to discuss the matter further. I look forward to your call.

Kind Regards,

Jeffrey Schuh,
(440) 735-5100 ext. 2376

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Notice: See following Page for Important Consumer Rights Information.

rights by state. If you do not reside in one of these states, you may have the same or similar rights under state or federal law.

CALIFORNIA:

The state Barrenfield Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that

you by using threats of violence or arrest; by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work.

For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov. Cal. Civ. Code § 1812.700 "Nonprofit credit counseling services may be available in the area."

"As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations."

COLORADO:

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COAG.GOV/CAR

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

MAINE:

Our hours of operation are Mon - Fri 8:00am to 5:00pm EST.

MASSACHUSETTS:

NOTICE OF IMPORTANT RIGHTS.

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE COLLECTION AGENCY.

Hours of operation are Mon - Fri 8:00am to 5:00pm EST.

MINNESOTA:

This collection agency is licensed by the Minnesota Department of Commerce.

NEW YORK CITY:

New York City Department of Consumer Affairs license number 1463527.

NEW YORK:

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: the use or threat of violence; the use of obscene or profane language; and repeated phone calls made with the intent to annoy, abuse or harass. If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans; federal student grants; and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

NORTH CAROLINA:

North Carolina Department of Insurance Permit No. 113590; 26000 Cannon Rd. Clax, OH 44146; 113591; 7088 W. 130th St. Middleburg Heights, OH 44130; 113592; 9910 E. 42nd St Suite 201 Tulsa, OK 74146.

TENNESSEE:

This collection agency is licensed by the Collection Services Board, State Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, TN 37243.

WISCONSIN:

This collection agency is licensed by the of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.



Corporate Guaranty

For valuable consideration, the undersigned, James C Justice Companies, Inc. (the "Guarantor") does unconditionally guarantee to, Konica Minolta Premier Finance ("Lessor") the prompt and complete payment and performance of the obligations of Justice Family Group, LLC d/b/a The Greenbrier (the "Lessee") under the Premier Lease Agreement, Premier Advantage Agreement, Master Lease Agreement, or other type of lease agreement (each, the "Lease") entered into between Lessor and Lessee, executed by Lessee on January 13th, 2011. Nothing shall discharge or satisfy Guarantor's liability hereunder except the full performance and indefeasible payment of the obligations of Lessee to Lessor under the Lease.

If Lessor assigns the Lease to a third party, Lessor may also assign its rights in this guaranty to that third party, in which case the third party would be entitled to enforce all of Lessor's rights hereunder. However, even after such assignment, this document would continue to be fully enforceable by Lessor with respect to all obligations due and owing at any time from Lessee to Lessor under the Lease not assigned by Lessor and all obligations to Lessor accruing before assignment of any such Lease.

The Guarantor may not assign this guaranty or any portion hereof, or any or all of its obligations hereunder, without the prior, express written consent of Lessor.

Guarantor waives notice of acceptance, all notices and consent of any kind, protest, dishonor, non-payment, and demand for presentment. Guarantor waives any claim, right or remedy, which Guarantor may now have, or hereafter acquire against Lessee. Guarantor waives all exemptions and homestead laws and defenses given to sureties and guarantors other than the complete fulfillment of all obligations.

The liability of Guarantor is direct and unconditional. Lessor may enforce that liability without resorting to any other right, remedy, security or entity. All of Lessor's remedies are cumulative. Lessor may extend any deadline or payment due date, modify any agreement, defer acceleration, postpone the enforcement of any agreement and release or add any collateral and any party primarily or secondarily liable, without affecting the liability of any Guarantor. There are no conditions precedent to this guaranty.

Lessor and Guarantor hereby waive any right to trial by jury that any of them may have in any action between or among them. The jury waiver provisions shall survive any assignment hereof and shall continue to bind the parties hereto in any dispute subsequent to any assignment.

This written document constitutes the entire agreement. No amendment or modification of this guaranty shall be valid unless in writing and executed by an officer of Lessor. This Guaranty shall extend to and bind the permitted successors and assigns of Guarantor.

This Guaranty shall be governed by the internal laws of the State of New Jersey. Any provisions contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions. True is of the essence of this agreement. This entire document has been read by the undersigned Guarantor and is read and confirmed.

IN WITNESS WHEREOF, the undersigned executes this Guaranty effective the 26th day of January, 2011.

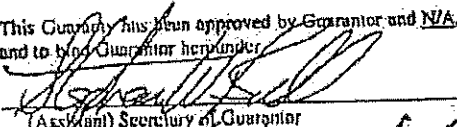
Guarantor: James C Justice Companies, Inc.

By: 

Print Name: Thomas T. Miller

Title/Date: Treasurer 1-27-2011

This Guaranty has been approved by Guarantor and N/A, the person signing above is authorized to sign on behalf of Guarantor and to bind Guarantor hereunder.


(Assistant) Secretary of Guarantor

Type Name: Stephen W. Bell

Created on 01/28/2011 10:23:00 AM

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A121011 - A121011300143	061-0095579-000
A121011 - A121011300861	061-0095579-000

Balance Breakdown

Lease #	Balance Due
061-0056813-000	\$230,895.32
061-0060388-000	\$8,505.22
061-0065535-000	\$57,953.01
061-0075759-000	\$1,046.04
061-0095579-000	\$5,382.47
Total Due	\$303,782.06

EXHIBIT E

Check/Item #	Date Received	Rental Amount	Rental Tax	Late Charge(s)	Late Charge Tax	Misc. Received
NTGL4700	08/30/2018	-	-	-	-	1,572.70
77105	01/16/2018	-	-	1,670.55	-	-
77105	01/16/2018	-	-	10,002.70	-	-
77105	01/16/2018	6,569.94	394.34	3,423.72	-	-
77105	01/16/2018	-	-	18.88	-	-
76383	12/05/2017	-	-	8,984.02	-	-
76383	12/05/2017	-	-	10,388.00	-	-
75940	10/24/2017	-	-	9,453.49	-	-
74913	09/25/2017	11,322.07	679.37	-	-	-
74913	09/25/2017	-	-	10,388.00	-	-
74480	09/05/2017	9,483.57	569.13	-	-	-
74480	09/05/2017	2,984.02	179.42	-	-	7,224.86
73647	07/12/2017	9,435.41	566.29	-	-	-
73647	07/12/2017	9,752.76	585.24	-	-	50.00
73647	07/12/2017	248.20	14.89	-	-	-
WIR01458	05/21/2017	4,112.64	246.76	-	-	5,543.30
WIR01458	06/21/2017	9,799.94	588.06	-	-	-
WIR01458	06/21/2017	1,930.95	115.88	-	-	-
WIR01458	06/21/2017	1,866.60	112.03	-	-	-
WIR01458	06/21/2017	3,462.27	207.80	-	-	50.00
WIR00669	06/21/2017	9,436.48	566.22	-	-	-
WIR00669	06/21/2017	9,752.68	585.32	-	-	50.00
WIR00669	06/21/2017	9,436.48	566.22	-	-	-
WIR00669	06/21/2017	9,070.75	544.41	-	-	772.84
WIR00669	05/21/2017	9,436.50	566.20	-	-	-
WIR00669	06/21/2017	9,752.66	585.34	-	-	50.00
WIR00669	06/21/2017	2,548.55	152.91	-	-	-
WIR00669	06/21/2017	9,436.46	566.24	-	-	-
WIR00669	06/21/2017	9,752.70	585.30	-	-	50.00

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WIR00669	06/21/2017	9,436.44	566.26	-	-	-
WIR00669	06/21/2017	9,551.69	573.22	-	-	263.09
WIR00669	06/21/2017	9,436.45	566.25	-	-	-
WIR00669	06/21/2017	9,752.71	585.29	-	-	50.00
WIR00669	06/21/2017	1,819.46	109.17	-	-	-
WIR00669	06/21/2017	730.69	43.84	-	-	-
WIR00669	06/21/2017	128.42	7.77	-	-	-
71872	04/13/2017	7,143.19	428.74	-	-	2,615.67
71523	02/21/2017	5,366.23	322.01	-	-	-
71310	02/13/2017	1,866.63	112.00	-	-	-
71067	01/31/2017	9,436.45	566.25	-	-	-
71067	01/31/2017	9,752.71	585.29	-	-	50.00
70523	01/11/2017	24,143.78	1,448.82	-	-	2,885.55
70315	12/13/2016	11,434.07	686.26	-	-	2,285.54
70315	12/13/2016	9,800.00	588.00	-	-	-
69761	11/07/2016	9,436.46	566.24	-	-	-
69761	11/07/2016	6,009.10	360.68	-	-	4,018.22
69512	10/19/2016	9,436.46	566.24	-	-	-
69512	10/19/2016	9,752.70	585.30	-	-	50.00
69243	10/11/2016	2,018.48	121.11	-	-	-
69111	10/03/2016	-	-	1,970.69	-	50.00
69111	10/03/2016	9,436.33	566.37	-	-	-
69111	10/03/2016	9,799.82	588.18	-	-	-
69111	10/03/2016	3,476.24	208.67	-	-	-
69111	10/03/2016	7,779.73	466.79	-	-	1,755.18
69111	10/03/2016	9,800.00	588.00	-	-	-
68858	09/21/2016	9,436.33	566.37	-	-	-
68858	09/21/2016	9,800.00	588.00	-	-	-
68700	09/12/2016	-	-	1,928.63	-	50.00
65531	05/31/2016	-	-	-	-	49.12
65531	05/31/2016	-	-	3,187.00	-	-

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55320	05/27/2016	4,566.72	274.20	-	-	-
55320	05/27/2016	296.64	17.80	-	-	-
55320	05/27/2016	901.49	54.11	-	-	-
55320	05/27/2016	8.89	0.53	-	-	-
55205	05/26/2016	8,974.67	538.67	-	-	50.00
55205	05/26/2016	-	-	-	-	495.78
55205	05/26/2016	8,031.64	-	-	-	-
54885	05/26/2016	18,301.14	1,098.26	-0.05	-	-
54880	03/11/2016	-	-	-	-	50.00
54584	03/02/2016	17,422.22	1,004.65	-	-	972.58
63501	01/04/2016	18,301.19	1,045.21	-	-	12.88
63502	01/04/2016	-	-	-	-	1,354.50
51378	12/30/2015	202.52	12.15	-	-	2,653.35
62559	11/09/2015	-	-	-	-	3,572.80
	11/09/2015	-	-	-	-	3,310.00
	11/09/2015	18,301.19	1,094.45	-	-	-
	11/09/2015	18,301.19	1,094.45	-	-	-
52562	11/09/2015	-	-	3.56	-	-
52560	11/09/2015	-	-	3.66	-	-
62561	11/09/2015	1,731.27	103.85	-	-	-
62561	11/09/2015	3,927.95	235.69	-	-	4,510.92
51199	09/02/2015	1,704.30	93.70	-	-	87.12
48238	09/02/2015	2,639.45	158.38	-	-	-
	09/02/2015	18,301.19	1,098.01	-	-	-
	09/02/2015	6,090.11	365.41	-	-	-
	09/02/2015	18,301.19	1,098.01	-	-	-
	09/02/2015	4,181.96	250.92	-	-	100.00
	09/02/2015	6,120.21	367.21	-	-	7,398.36
	09/02/2015	12,180.98	730.80	5,086.29	-	59.00
	08/07/2015	18,301.19	1,098.01	-	-	-
	08/07/2015	18,301.19	1,098.01	-	-	-

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	08/07/2015	1,595.90	101.97	-	-	-
	08/07/2015	1,694.20	101.87	-	-	-
	08/07/2015	8,616.46	517.02	-	-	-
	08/07/2015	1,778.38	106.74	-	-	-
	07/22/2015	4,198.60	251.99	-	-	9,812.74
46581	03/31/2015	-	-	1,033.12	-	50.00
46582	03/31/2015	17,458.73	1,047.54	-	-	-
47599	02/09/2015	-	-	930.73	-	50.00
	01/05/2015	2,028.96	121.77	-	-	4,399.79
45082	12/08/2014	17,458.73	1,047.54	-	-	-
43818	10/15/2014	-	-	1,370.25	-	50.00
43818	10/15/2014	21,246.15	1,274.70	-	-	-
43818	10/15/2014	-	-	-	-	50.00
41926	09/29/2014	21,377.93	1,047.54	-	-	-
42271	09/29/2014	2,074.56	214.93	-	-	-
42271	09/29/2014	15,102.48	1,064.30	-	-	50.00
42290	08/15/2014	-	-	-	-	5,323.01
40942	07/14/2014	21.93	-	1,526.10	-	50.00
	07/14/2014	15,542.37	1,047.54	-	-	-
	06/23/2014	3,452.97	214.93	-	-	-
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	05/16/2014	21,747.74	-	-	-	-
	05/16/2014	23,357.10	1,402.02	-	-	-
	05/16/2014	17,740.09	2,929.62	-	-	2,152.23
	05/16/2014	-	-	-	-	25,709.06
	05/16/2014	28.30	1.70	12,821.38	-	6,772.53
35776	01/29/2014	16,699.76	1,002.24	1,133.30	-	50.00
34411	12/03/2013	19,329.59	1,160.14	-	-	5,124.18
32715	10/30/2013	23,451.25	1,614.25	-	-	50.00

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	08/05/2013	58,279.93	1,055.80	-	-	50.00
26226	07/26/2013	18,121.94	1,257.79	-	-	50.00
27332	07/05/2013	16,699.76	1,001.99	1,605.60	-	56.00
26572	05/20/2013	15,093.16	1,001.99	3,213.20	-	53.00
25658	04/15/2013	16,016.00	960.96	1,606.60	-	53.00
25016	03/26/2013	10,942.85	956.57	1,058.85	-	53.00
25016	03/26/2013	-	-	1,440.94	-	-
25016	03/26/2013	4,447.74	-	-	-	-
25361	02/21/2013	15,711.61	1,265.35	-	-	53.00
23212	01/16/2013	16,016.00	960.96	-	-	53.00
	11/06/2012	2,135.83	-	-	-	-
	11/06/2012	24,573.79	1,279.92	-	-	5,296.42
	10/10/2012	15,746.96	1,230.00	-	-	-
694	09/18/2012	93.58	-	-	-	-
20557	09/12/2012	3,052.78	-	-	-	-
9304	09/07/2012	16,016.00	960.96	-	-	-
8369	09/07/2012	16,016.00	960.96	-	-	53.00
8369	09/07/2012	1,608.60	-	-	-	-
20331	09/04/2012	-	-	3,208.20	-	53.00
9305	09/03/2012	-	-	1,606.60	-	53.00
8035	07/26/2012	16,016.00	960.96	-	-	-
	07/26/2012	16,016.00	960.96	1,545.00	-	53.00
7348	06/04/2012	-	-	-	-	53.00
5827	04/09/2012	16,016.00	960.96	-	-	-
5827	04/09/2012	-	-	1,545.00	-	53.00
705045	04/09/2012	15,400.00	924.00	-	-	-
705045	04/09/2012	-	-	1,545.00	-	53.00
4281	02/21/2012	15,400.00	924.00	-	-	53.00
3571	01/23/2012	15,400.00	924.00	1,545.00	-	53.00
3571	01/23/2012	15,400.00	924.00	-	-	53.00
1759	11/07/2011	15,400.00	924.00	175.82	-	53.00

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	08/26/2011	-	-	14.32	-	-
	08/05/2011	5,600.00	705.95	142.05	-	106.00
	08/05/2011	-	218.05	-	-	-
	08/05/2011	9,800.00	-	-	-	-
8203	08/03/2011	15,400.00	924.00	2,110.00	-	53.00
7039	06/20/2011	15,400.00	924.00	2,532.17	-	-
5885	05/24/2011	15,400.00	924.00	-	-	53.00
5781	05/17/2011	15,400.00	924.00	-	-	11,010.67
5781	05/17/2011	9,800.00	588.00	-	-	-
Group count: 172 records		1,406,252.83	84,271.16	119,405.20	-	136,679.87
Grand total: 172 records		1,406,252.83	84,271.16	119,405.20	-	136,679.87

CIT-JFG00971

2019-09791-CT



Case Title: JUSTICE FAMILY GROUP LLC VS. CIT FINANCE LLC et al

Case Number: 2019-09791-CT

Type: PRAECIPE - REINSTATE COMPLAINT BY

REINSTATED

A handwritten signature in cursive script, reading "Matt Holliday", is written over a horizontal line.

Matt Holliday, Prothonotary

A handwritten signature in cursive script, reading "Stephanie M. B. Peery", is written over a horizontal line.

Stephanie M. B. Peery, Deputy

Electronically signed on 2019-11-12 10:28:48 page 38 of 38



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07039

U.S. POSTAGE PAID
FORM 13 ENV
WEST CHESTER, PA
19380
NOV 15, 18
AMOUNT

\$8.35

R2304H109898-03

The Law Office of Terence P. Ruf, Jr.
218 North Church Street
Suite E
West Chester, Pennsylvania 19380

RETURN RECEIPT
REQUESTED

CIT Finance, LLC
1 CIT Drive
#2108-A
Livingston, New Jersey 07039
Attention: President

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUSTICE FAMILY GROUP, LLC
Plaintiff,

v.

CIT FINANCE, LLC,
Defendant,
and

KONICA MINOLTA BUSINESS
SOLUTIONS, U.S.A., INC.
Defendant.

Civil Action No. _____

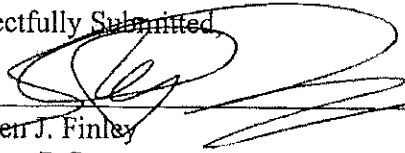
ON REMOVAL FROM
CASE NO. 2019-09791-CT
CHESTER COUNTY, PENNSYLVANIA

CONSENT TO REMOVAL

Defendant Konica Minolta Business Solutions, U.S.A., Inc. ("KMBS"), by and through its counsel, Gibbons P.C., hereby consents to the removal of this action pursuant to the Notice of Removal filed in the United States District Court for the Eastern District of Pennsylvania by Defendant CIT Finance, LLC, for removal of an action pending in the Chester County Court of Common Pleas, captioned *Justice Family Group, LLC v. CIT Finance, LLC and Konica Minolta Business Solutions, U.S.A., Inc.* (Chester. C.C.P., Case No. 2019-09791-CT)

Dated: December 11, 2019

Respectfully Submitted,


Stephen J. Finley

Gibbons P.C.

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*Counsel for Defendant Konica Minolta Business
Solutions, U.S.A., Inc.*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DELTA AIR LINES, INC.)	Civil Action No. _____
)	
Plaintiff)	Removed from Fulton County
)	Superior Court
v.)	Civil Action No. 2011cv209340
)	
JUSTICE FAMILY GROUP, LLC)	ELECTRONICALLY FILED
d/b/a The Greenbrier)	
Defendant)	

NOTICE OF REMOVAL

Defendant Justice Family Group, LLC d/b/a The Greenbrier (“The Greenbrier”) by undersigned counsel, hereby removes the above-captioned action from the Superior Court of Fulton County, Georgia, to the United States District Court for the Northern District of Georgia, Atlanta Division, pursuant to 28 U.S.C. § 1446 and respectfully files this Notice of Removal and states:

1. On or about December 19, 2011, plaintiff Delta Air Lines, Inc. (“Delta”) commenced this action against The Greenbrier by filing a complaint in the Superior Court of Fulton County, Civil Action No. 2011cv209340.

2. As more fully set out below, this case is properly removed to this Court pursuant to 28 U.S.C. § 1446 because The Greenbrier has satisfied the procedural requirements for removal, and this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332.

**THE GREENBRIER HAS SATISFIED THE PROCEDURAL
REQUIREMENTS FOR REMOVAL.**

3. The Greenbrier was served with a copy of the plaintiff's complaint subsequent to December 19, 2011. This Notice of Removal is being filed within 30 days of the first date on which The Greenbrier received a copy of the complaint through service or otherwise. This Notice of Removal is therefore timely pursuant to 28 U.S.C. § 1446(b).

4. The Superior Court of Fulton County is located within the Northern District of Georgia, Atlanta Division, and therefore venue is proper in this Court under 28 U.S.C. § 97(a) because it is the "district and division embracing the place where such action is pending." 28 U.S.C. § 1441(a).

5. No further proceedings have been had in the state court action.

6. No previous application has been made for the relief requested herein.

7. Pursuant to 28 U.S.C. § 1446(a), a copy of all process and pleadings served upon The Greenbrier, which papers include the summons and complaint, is attached as Exhibit A.

REMOVAL IS PROPER IN THIS CASE.

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because this is a civil action between citizens of different states in which the amount in controversy exceeds the sum of \$75,000 exclusive of costs and interest.

A. Complete Diversity of Citizenship Exists.

9. The Greenbrier is a limited liability company. Each and every member of The Greenbrier is and was at all times relevant hereto, including the time of the filing of this Notice of Removal and at the time of the commencement of Civil Action No. 2011cv209340, a resident and citizen of either West Virginia or Virginia. The Greenbrier is thus a citizen of West Virginia and Virginia for purposes of diversity jurisdiction. *See Mallory & Evans Contractors & Eng'rs, LLC v. Tuskegee Univ.*, ___ F.3d ___, 2011 WL 6015801, at *1 (11th Cir. Dec. 5, 2011) (reaffirming that a limited liability company “is a citizen of any state in which a member of the company is a citizen”).

10. Delta is and was at all times relevant hereto, including the time of the filing of this Notice of Removal and at the time of the commencement of Civil Action No. 2011cv209340, a corporation organized under the laws of Delaware, with its principal place of business located in Atlanta, Georgia. Delta is thus a citizen of Delaware and Georgia for purposes of diversity jurisdiction. *See* 28 U.S.C. § 1332(c)(1).

B. The Amount in Controversy Requirement is Satisfied.

11. Delta alleges damages in excess of \$4 million. *See* Complaint, ¶ 26. Delta’s allegations thus meet the amount in controversy threshold.

12. A copy of this Notice of Removal, together with copies of all process and pleadings in the civil action which are attached hereto, has been filed with the Clerk of the Superior Court of Fulton County, and served upon opposing counsel in accordance with 28 U.S.C. § 1446(d). A true and correct copy of the Notice of Filing of Notice of Removal to United States District Court is attached hereto as Exhibit B.

WHEREFORE, The Greenbrier gives notice that the above-described action pending against it in the Superior Court of Fulton County is removed to this Court.

Respectfully submitted,

/S/ Stan Kreimer, Jr.
STAN KREIMER, JR.
Ga. Bar No. 429550

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AND

/S/ Barry D. Hunter

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Counsel for Justice Family Group, LLC
d/b/a The Greenbrier

CERTIFICATE TO FONT

In compliance with LR 5.1B, NDGa, I hereby certify that this document is prepared with 14 point Times New Roman.

/S/ Stan Kreimer, Jr.
STAN KREIMER, JR.

CERTIFICATE OF SERVICE

I hereby certify that on January 18, 2012, I electronically filed the foregoing with the clerk of the court by using the CM/ECF system. A copy of the foregoing was also served upon plaintiff's counsel via U.S. Mail, First Class to:

Bruce P. Brown
McKenna Long & Aldridge LLP
303 Peachtree Street
Suite 5300
Atlanta, GA 30308.

/S/ Stan Kreimer, Jr.
STAN KREIMER, JR.
Ga. Bar No. 429550

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Counsel for Justice Family Group, LLC
d/b/a The Greenbrier

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JUSTICE FAMILY GROUP, LLC
Plaintiff,

v.

CIT FINANCE, LLC,
Defendant,
and

KONICA MINOLTA BUSINESS
SOLUTIONS, U.S.A., INC.
Defendant.

:
:
: Civil Action No. _____
:
:
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:
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DECLARATION

Pursuant to 28 U.S.C. §1746, the undersigned, Linda Seufert, makes the following Declaration in support of the Notice of Removal filed by Defendant CIT Finance, LLC (“CIT”) and hereby declares as follows:

1. I am the Assistant Secretary of CIT Bank, N.A. (“CIT Bank”). I am authorized to make this Declaration on behalf of CIT. The facts set forth herein are based upon my personal knowledge.
2. CIT is a Delaware Limited Liability Company with a principal place of business in New Jersey.
3. CIT’s sole member is CIT Bank, which is a national banking association with its main office located in Pasadena, California.
4. CIT Bank’s sole shareholder is CIT Group Inc., which is a Delaware corporation with its principal places of business in Livingston, New Jersey and New York, New York.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 6, 2019



A handwritten signature in cursive script, appearing to read "Linda Seufert", is written over a horizontal line.

Printed Name: Linda Seufert

